

THE HONORABLE BENJAMIN H. SETTLE

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

RAYMOND T. BALVAGE and DEBORAH  
A. BALVAGE, husband and wife;  
CHARLES E. WEAVER and SUSAN M.  
WEAVER, husband and wife; JOYCE  
MARIE ADAMS; LUVERN HARLAND  
ALLEN; JAMES ALVIN BAKER and  
DARLA JEAN BAKER, husband and wife;  
RALPH ALVIN BARFELL, JR.; SHARON  
MARIE BANTA; JANIE KAY BODINE;  
RICHARD ANTHONY BRAGA, JR. and  
MARGARET LOUISE BRAGA, husband  
and wife; CHARLES THOMAS  
CALDWELL and SANDI KAY  
CALDWELL, husband and wife; LAREN  
WILLBUR COLEMAN and PAMELA  
DENISE COLEMAN, husband and wife;  
ALVIN DEE COLPITTS and CORABELLE  
COLPITTS, husband and wife; BETTY  
GENE DONOGHUE; JOYCE ELAIN  
FISCHER; GLENN RICHARD HUESTIS  
and CAROL NADINE HUESTIS, husband  
and wife; BARBARA JEAN JOY; MIRIAM  
MARGARET KENNEDY-ALLEN;  
GERALD BLAIR KOLB; ALFRED  
WESLEY LEACH and GLORIA EILEEN  
LEACH, husband and wife; RAYMOND  
ERNEST MORRIS and CAROLYN L.  
MORRIS, husband and wife; KAREN  
CAMPBELL; BOB PISTONE and DORIS  
PISTONE, husband and wife; VERN  
POWELL and SHARON POWELL,  
husband and wife; CHARLES JOHN  
SANTINEAU; BARBARA LOUISE  
PEPPER; LUCAS JOHN SHIMMIN; DON  
SMITH and DIANE SMITH, husband and  
wife; DONALD NEIL STROUD and  
SHARON LEE STROUD, husband and

No. 3:09-cv-05409-BHS

**PLAINTIFFS' THIRD AMENDED  
COMPLAINT FOR VIOLATION OF  
FEDERAL FAIR HOUSING ACT  
AND OTHER CLAIMS**

PLAINTIFFS' THIRD AMENDED COMPLAINT FOR VIOLATION OF  
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No. 3:09-cv-05409-BHS

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wife; WALTER GORDON WEST and  
JANET MARIE WEST, husband and wife;  
BEVERLY WHITE; BOB WHITE and  
DIANE WHITE, husband and wife;

Plaintiffs,

v.

RYDERWOOD IMPROVEMENT AND  
SERVICE ASSOCIATION, INC., a  
Washington non-profit corporation,

Defendant.

All Plaintiffs named above allege and state as follows:

### **I. PARTIES**

1. Plaintiffs Raymond T. Balvage and Deborah A. Balvage are husband and wife and own real property located at 300 Taylor Street, Ryderwood, Washington 98581, which is specifically described as "Lot 9, Block 17, Ryderwood No. 1, according to the plat thereof, recorded in Volume 8 of plats, page 54, records of Cowlitz County, Washington. Together with that portion of vacated Third Street which attaches by Order of Vacation under Resolution No. 98-028 under AF #3012253." All actions alleged herein were taken by the Balvages on their behalf individually or on behalf of their marital community.

2. Plaintiffs Charles E. Weaver and Susan M. Weaver are husband and wife and own real property located at 305 Jackson Street, Ryderwood, Washington 98581, which is specifically described as "Lot 6, Block 17 of Subdivision; Plat of Ryderwood No. 1, Volume 8, page 54, Assessor Tax Parcel No. WN0320237 situated in the County of Cowlitz." All actions alleged herein were taken by the Weavers on their behalf individually or on behalf of their marital community.

3. Plaintiff Joyce Marie Adams owns the real property and house located at 104 Monroe Street, Ryderwood, Washington 98581.

4. Plaintiff Luvern Harland Allen owns the real property and house located at 302 Taylor Street, Ryderwood, Washington 98581.

1           5.       Plaintiffs James Alvin Baker and Darla Jean Baker, husband and wife, own the  
2 real property and house located at 303 Taylor Street, Ryderwood, Washington 98581. All  
3 actions of them alleged herein were taken on behalf of them individually and on behalf of their  
4 marital community.

5           6.       Plaintiffs Alvin Barfell, Jr. and Sharon Marie Banta jointly own the real property  
6 and house located at 212 Monroe Street, Ryderwood, Washington 98581.

7           7.       Plaintiff Janie Kay Bodine owns the real property and house located at 301  
8 Taylor Street, Ryderwood, Washington 98581.

9           8.       Plaintiffs Richard Anthony Braga, Jr. and Margaret Louise Braga, husband and  
10 wife, own the real property and house located at 503 Morse, Ryderwood, Washington 98581.  
11 All actions of them alleged herein were taken on behalf of them individually and on behalf of  
12 their marital community.

13           9.       Plaintiffs Charles Thomas Caldwell and Sandi Kay Caldwell, husband and wife,  
14 own the real property and house located at 515 Monroe, Ryderwood, Washington 98581. All  
15 actions of them alleged herein were taken on behalf of them individually and on behalf of their  
16 marital community.

17           10.      Plaintiffs Laren Willbur Coleman and Pamela Denise Coleman, husband and  
18 wife, own the real property and house located at 209 Monroe, Ryderwood, Washington 98581.  
19 All actions of them alleged herein were taken on behalf of them individually and on behalf of  
20 their marital community.

21           11.      Plaintiffs Alvin Dee Colpitts and Corabelle Colpitts, husband and wife, own the  
22 real property and house located at 109 Madison Street, Ryderwood, Washington 98581. All  
23 actions of them alleged herein were taken on behalf of them individually and on behalf of their  
24 marital community.

25           12.      Plaintiff Betty Gene Donoghue owns the real property and house located at 100  
26 Monroe, Ryderwood, Washington 98581.

1           13. Plaintiff Joyce Elain Fischer owns the real property and house located at 302  
2 Jackson Street, Ryderwood, Washington 98581.

3           14. Plaintiffs Glenn Richard Huestis and Carol Nadine Huestis, husband and wife,  
4 own the real property and house located at 201 Taylor Street, Ryderwood, Washington 98581.  
5 All actions of them alleged herein were taken on behalf of them individually and on behalf of  
6 their marital community.

7           15. Plaintiff Barbara Jean Joy owns the real property and house located at 615  
8 Monroe, Ryderwood, Washington 98581.

9           16. Plaintiff Miriam Margaret Kennedy-Allen owns the real property and house  
10 located at 415 Monroe, Ryderwood, Washington 98581.

11           17. Plaintiff Gerald Blair Kolb owns the real property and house located at 203  
12 Taylor Street, Ryderwood, Washington 98581.

13           18. Plaintiffs Alfred Wesley Leach and Gloria Eileen Leach, husband and wife, own  
14 the real property and house located at 215 Morse Street, Ryderwood, Washington 98581. All  
15 actions of them alleged herein were taken on behalf of them individually and on behalf of their  
16 marital community.

17           19. Plaintiffs Raymond Ernest Morris and Carolyn L. Morris, husband and wife,  
18 husband and wife, own the real property and house located at 401 Taylor Street, Ryderwood,  
19 Washington 98581. All actions of them alleged herein were taken on behalf of them  
20 individually and on behalf of their marital community.

21           20. Plaintiff Karen Campbell owns the real property and house located at 205  
22 Jackson, Ryderwood, Washington 98581.

23           21. Plaintiffs Bob Pistone and Doris Pistone, husband and wife, own the real  
24 property and house located at 200 Jackson, Ryderwood, Washington 98581. All actions of  
25 them alleged herein were taken on behalf of them individually and on behalf of their marital  
26 community.

1           22.     Plaintiffs Vern Powell and Sharon Powell, husband and wife, own the real  
2 property and house located at 500 Morse, Ryderwood, Washington 98581. All actions of them  
3 alleged herein were taken on behalf of them individually and on behalf of their marital  
4 community.

5           23.     Plaintiffs Charles John Santineau and Barbara Louise Pepper jointly own the  
6 real property and house located at 304 Taylor Street, Ryderwood, Washington 98581.

7           24.     Plaintiff Lucas John Shimmin owns the real property and house located at 300  
8 Jackson Street, Ryderwood, Washington 98581.

9           25.     Plaintiffs Don Smith and Diane Smith, husband and wife, own the real property  
10 and house located at 208 Monroe, Ryderwood, Washington 98581. All actions of them alleged  
11 herein were taken on behalf of them individually and on behalf of their marital community.

12           26.     Plaintiffs Donald Neil Stroud and Sharon Lee Stroud, husband and wife, own  
13 the real property and house located at 213 Taylor, Ryderwood, Washington 98581. All actions  
14 of them alleged herein were taken on behalf of them individually and on behalf of their marital  
15 community.

16           27.     Plaintiffs Walter Gordon West and Janet Marie West, husband and wife, own  
17 the real property and house located at 305 Taylor Street, Ryderwood, Washington 98581. All  
18 actions of them alleged herein were taken on behalf of them individually and on behalf of their  
19 marital community.

20           28.     Plaintiff Beverly White owns the real property and house located at 102  
21 Monroe, Ryderwood, Washington 98581.

22           29.     Plaintiffs Bob White and Diane White, husband and wife, own the real  
23 properties and houses located at 312 Jackson Street and 204 Monroe Street, Ryderwood,  
24 Washington 98581. All actions of them alleged herein were taken on behalf of them  
25 individually and on behalf of their marital community.

26           30.     Defendant Ryderwood Improvement and Service Association, Inc. ("RISA") is a  
27 non-profit corporation, which is incorporated in Washington and does business in Cowlitz

1 County, Washington. All actions and conduct described herein as taken by or conducted by  
 2 RISA also include the actions and conduct by or of RISA's officers, members, agents, and  
 3 other representatives.

## 4 **II. JURISDICTION AND VENUE**

5 31. The Court has jurisdiction over the parties and issues involved in this lawsuit.  
 6 Subject matter jurisdiction exists under 28 U.S.C. Section 1331 since this case involves  
 7 substantial issues of federal law, including claims related to violations of the federal Fair  
 8 Housing Act as stated below. The Court also has supplemental jurisdiction over the state law  
 9 and other claims asserted in this Complaint. Defendant RISA resides in and conducts business  
 10 in Cowlitz County, Washington. Plaintiffs reside in or own real property in Cowlitz County,  
 11 Washington.

12 32. Venue is proper in this Court under 28 U.S.C. Section 1391 since defendant  
 13 resides in this judicial district, the events giving rise to the claims stated herein occurred in this  
 14 judicial district, real property which is the subject of this action is situated in this judicial  
 15 district, and other reasons.

## 16 **III. FACTS**

17 33. Ryderwood is a residential community located in Cowlitz County, Washington.

18 34. In the 1950's, Senior Estates, Inc. ("Senior Estates") developed certain parcels  
 19 within Ryderwood.

20 35. Attached to the deed of each of the Senior Estates' parcels were certain  
 21 covenants, conditions and reservations ("CC&Rs"). These CC&Rs expired by their own terms  
 22 on July 1, 1975.

23 36. The CC&Rs imposed by Senior Estates on those parcels that it developed prior  
 24 to 1970 provide that one purpose of the development was to create a "community to be  
 25 occupied by and for the use and benefit of persons who are bona fide recipients of a pension or  
 26 retirement annuity."  
 27

1           37. In 1953, Senior Estates formed RISA to manage certain services for the  
2 Ryderwood community. Membership in RISA is voluntary.

3           38. By 1975, the water, sewer and garbage facilities maintained by RISA had  
4 deteriorated to the point that they posed a serious health and safety hazard to the residents.  
5 Ryderwood residents successfully petitioned Cowlitz County to form a Utility Limited  
6 Improvement District. As a result, RISA no longer could fulfill its stated purposes.

7           39. On July 1, 1975, the CC&Rs for those parcels developed and sold by Senior  
8 Estates prior to 1970 expired by their own terms.

9           40. On August 14, 1975, RISA's Board adopted new Bylaws that set forth, in  
10 substance, the expired CC&Rs (the "Subject Bylaws"). Also on August 14, 1975, RISA filed  
11 the Subject Bylaws with the County Auditor.

12           41. RISA obtained from certain parcel owners a document agreeing that the CC&Rs  
13 contained in the Bylaws would "be a permanent part and encumbrance on said deed" that could  
14 be removed "only by the consent of both the owners of record" and RISA (which document is  
15 referred to herein as the "Enforcement Agreement").

16           42. None of the Plaintiffs (or their predecessors-in-interest) signed an Enforcement  
17 Agreement.

18           43. Since August 14, 1975, RISA has sought to enforce the CC&Rs contained in its  
19 Bylaws against all parcel owners in Ryderwood, regardless of whether RISA obtained an  
20 Enforcement Agreement from that parcel owner or that parcel owner's predecessor in interest.  
21 RISA has relied on the Subject Bylaws as a basis for preventing Plaintiffs from selling their  
22 real property, for charging Plaintiffs fees for services they neither requested nor used, and for  
23 engaging in discriminatory and retaliatory conduct against Plaintiffs.

24           44. When they purchased their property, some or all Plaintiffs became members of  
25 RISA by signing a Certificate of Membership. The Certificate of Membership did not meet the  
26 formal requirements of a deed and contained no language limiting the Plaintiffs' ability to  
27 withdraw from RISA.



1           45.     Plaintiffs have withdrawn and resigned from their membership in RISA.  
2     However, RISA continues to bill Plaintiffs for certain fees.

3           46.     RISA has filed liens against the properties of some or all Plaintiffs for unpaid  
4     fees, even though they withdrew and resigned from RISA.

5           47.     In addition to setting forth the substance of certain Senior Estate CC&Rs, RISA  
6     adopted rules for the ownership or purchase of a home in Ryderwood.

7           48.     RISA's rules provide that the owner or purchaser must be "a bona-fide recipient  
8     of an annuity or a pension;" that such person "must not be less than fifty-five years of age"; and  
9     that there must be "no additional, permanent occupants of the home (other than the spouse)  
10    who do not meet the above requirements."

11          49.     RISA controls the sale of property within Ryderwood and engages in conduct to  
12    limits sales to persons who are 55 years of age or older and have no family members less than  
13    18 years old.

14          50.     The federal Fair Housing Act prohibits discrimination based on familial status.  
15    "Familial status" generally refers to families having one or more persons who have not attained  
16    the age of 18 years. Prohibited conduct under the Fair Housing Act is described in 42 U.S.C. §  
17    3601, *et seq.* and related federal regulations.

18          51.     RISA presently engages in conduct and in the past has repeatedly engaged in  
19    conduct which violates and is prohibited by the Fair Housing Act and related federal  
20    regulations. The following are examples of such prohibited conduct.

21          52.     Under the Fair Housing Act and related federal regulations, it is unlawful to  
22    engage in any conduct relating to the providing of housing which makes dwellings unavailable  
23    or denies dwellings to persons because of familial status. RISA presently engages in such  
24    conduct and has done so for numerous years.

25          53.     Based on the Fair Housing Act and related federal regulations, it is unlawful for  
26    RISA to make, print or publish any notices, statements or advertisements with respect to the  
27    sale of dwellings that indicates preferences, limitations or discrimination because of familial



1 status or an intent to make such preference, limitation or discrimination. RISA does this  
2 presently and has done so for numerous years.

3 54. Under the Fair Housing Act and related federal regulations, it is unlawful to  
4 provide inaccurate or untrue information about the availability of dwellings for sale because of  
5 familial status, or to enforce purported covenants or deed provisions which preclude the sale of  
6 dwellings due to familial status. RISA does this presently and has done this for numerous  
7 years. For example, RISA represents to real estate agents and escrow companies that  
8 Ryderwood's age restrictions are applicable and legal.

9 55. Under the Fair Housing Act and related federal regulations, it is illegal to  
10 enforce covenants in order to preclude the sale of property based on familial status. RISA does  
11 this presently and has done this for numerous years.

12 56. Under the Fair Housing Act and related federal regulations, it is illegal to  
13 threaten, intimidate or interfere with any person in their enjoyment of their dwelling because of  
14 their familial status. RISA does this presently and has done this for numerous years. For  
15 example, RISA refused to permit Charles Weaver's son to reside with him, even though he  
16 shared joint custody of him with his former wife.

17 57. An exemption exists for the compliance with certain aspects of the Fair Housing  
18 Act based on the Housing for Older Persons Amendment ("HOPA"), as stated in 42 U.S.C. §  
19 3607 and related federal regulations. HOPA and related federal regulations set forth strict  
20 requirements for compliance with HOPA.

21 58. RISA is not presently and has never been compliant with the requirements of  
22 HOPA.

23 59. The Department of Housing and Urban Development, RISA Board members,  
24 counsel for RISA, and others have repeatedly told RISA it is not compliant with HOPA. Even  
25 after these notifications, RISA has continued to engage in conduct in violation of the Fair  
26 Housing Act and related federal regulations.

1           60. A facility or community must regularly audit its members to insure it is  
2 complying with the age requirement in order to comply with HOPA. This requires the  
3 conducting of surveys every two years. RISA does not satisfy and has not satisfied this  
4 requirement for numerous years.

5           61. HOPA and its related federal regulations, including through interpretation of  
6 HUD, set forth very strict requirements regarding when a housing facility or community (which  
7 is not HOPA compliant) can be converted to one which is HOPA compliant. RISA has never  
8 satisfactorily complied or satisfied these requirements for conversion.

9           62. RISA and its representatives have repeatedly made statements to Plaintiffs,  
10 including at the time of Plaintiffs' purchase of their property and subsequently, that RISA is  
11 and has been HOPA compliant. RISA has deceived Plaintiffs since RISA is not and has never  
12 been HOPA compliant.

13           63. RISA has caused damages and injuries to Plaintiffs based on RISA's wrongful  
14 acts described herein. These damages and injuries include but are not limited to the wrongful  
15 filing of the Subject Bylaws and liens on the real property of Plaintiffs, which wrongfully cloud  
16 the title of the real property of Plaintiffs. RISA's conduct prevents and impairs and has  
17 prevented and impaired Plaintiffs' abilities to sell their homes.

18           64. The Plaintiffs wish to sell their homes and move away from Ryderwood. The  
19 Plaintiffs suffer ongoing injuries arising out of the conundrum they face in selling their homes.  
20 For example, local real estate agents will not list Plaintiffs' properties for sale to the general  
21 public, only for sale to persons aged 55 and older. Plaintiffs do not believe that such familial  
22 status discrimination is enforceable. Thus, Plaintiffs must either remain in homes they wish to  
23 sell or expose themselves to liability for violation of anti-discrimination statutes. Also,  
24 Plaintiffs face liability for potential misrepresentations being made to future buyers.

25           65. Plaintiffs have been damaged by the wrongful billing by RISA for fees which  
26 are not owed and by the subsequent filing of related improper liens.

66. Due to Plaintiffs' claims and statements that RISA is not HOPA compliant, RISA is wrongfully discriminating, and RISA is otherwise in violation of the Fair Housing Act, RISA and its representatives and members have wrongfully threatened, intimidated, interfered with and harassed Plaintiffs. RISA has caused others to wrongfully threaten, intimidate, interfere with and harass Plaintiffs and has failed to take appropriate actions to prevent its members from engaging in such actions. These wrongful actions have included (and continue to include) but are not limited to:

- a. Threats of serious physical harm, such as death threats, running off the road, threatening with firearms, and others;
- b. Wrongfully preventing or impairing Plaintiffs' ability to sell or purchase their houses;
- c. Wrongfully denying services and access to common areas to Plaintiffs while still billing them for the services and use of common areas;
- d. Wrongfully imposing monetary fines on Plaintiffs;
- e. Wrongfully filing liens on the real property of Plaintiffs and actions to enforce or realize upon such liens;
- f. Selectively enforcing the no residents under 55 policy against Plaintiffs while not enforcing it against non-Plaintiffs members of RISA or its board members;
- g. Wrongfully taking actions to restrict the free speech of Plaintiffs;
- h. The conduct described herein in other paragraphs; and
- i. Other actions.

This wrongful and illegal conduct is continuing.

#### IV. FIRST CLAIM FOR RELIEF: VIOLATIONS OF FEDERAL FAIR HOUSING ACT

67. Plaintiffs reallege and incorporate by reference all preceding paragraphs of this Complaint.

1           68.     The actions described herein by RISA constitute violations of the federal Fair  
2 Housing Act, as stated in 42 U.S.C. Section 3601, *et seq.* and related federal regulations. These  
3 violations include but are not limited to discrimination on the basis of familial status, and  
4 violations of sections 3604(c) and (d) and related federal regulations. RISA engaged in  
5 conduct relating to the providing of housing which made dwellings unavailable and denied  
6 dwellings to persons because of familial status. RISA made, printed or published, or caused to  
7 be made, printed and published, notices, statements and advertisements with respect to the sale  
8 of dwellings that indicated preferences, limitations, or discrimination because of familial status  
9 or an intent to make such preference, limitation, or discrimination. RISA unlawfully provided  
10 inaccurate or untrue information about the availability of dwellings for sale because of familiar  
11 status, and RISA enforced purported covenants or deed provisions which preclude the sale of  
12 dwellings due to familial status.

13           69.     RISA's actions are not exempt under HOPA for numerous reasons, including  
14 but not limited to reasons stated herein.

15           70.     As described herein, RISA's actions have caused damages and injuries to  
16 Plaintiffs. These damages and injuries include but are not limited to the clouding of their title  
17 to their real property by the filing of false and improper restrictions and liens; the prevention  
18 and restriction of Plaintiffs from selling their dwellings and real property; actual and economic  
19 losses; emotional distress injuries; attorneys fees and costs; and others. Section 3613(c) of the  
20 federal Fair Housing Act provides for the recovery of attorneys' fees and costs.

21           71.     Consistent with 42 U.S.C. Section 3613(c) and otherwise, Plaintiffs seek to  
22 recover nominal damages, punitive damages, their attorneys fees and costs, and other relief.  
23 Additionally, as further described herein, Plaintiffs request the Court grant declaratory relief  
24 and injunctive relief which enjoins RISA from engaging in such discriminatory practices in the  
25 future; compels RISA to withdraw the improper and illegal clouds and liens on their properties;  
26 and grants other appropriate relief.

**V. SECOND CLAIM FOR RELIEF: DECLARATORY RELIEF**

72. Plaintiffs reallege and incorporate by reference all preceding paragraphs.

73. **Legal Bases for Declaratory and Injunctive Relief.** Justiciable and real controversies and disputes exist between the parties with respect to the issues discussed below and herein. Numerous legal bases exist for the Court to grant declaratory and injunctive relief regarding these disputes.

74. As discussed above, under the federal Fair Housing Act and 42 U.S.C. § 3613(c), the Court: “may grant as relief, as the Court deems appropriate, any permanent or temporary injunction, temporary restraining order, or other order (including an order enjoining the defendant from engaging in such practice or ordering such affirmative action as may be appropriate).”

75. Under RCW 49.60.224, any provision in a written instrument relating to real property is void which purports to forbid or restrict the conveyance, encumbrance, or occupancy thereof to individuals of a specified families with children status and every condition, restriction or prohibition which directly or indirectly limits the use or occupancy of real property on the basis of families with children status. RCW 49.60.227 states that, if a written instrument contains a provision that is void by reason of RCW 49.60.224, the owner which is subject to the provision may bring a declaratory judgment action involving the striking and eliminating of the void provisions.

76. As described above, the Subject Bylaws were wrongfully filed as part of the public real property records by RISA. RISA was a non property owner which had no authority to file the Subject Bylaws. The Subject Bylaws were not signed by or agreed to by Plaintiffs (or their predecessors-in-interest). The Subject Bylaws violated the statute of frauds. Actual and justiciable controversies presently exist between the parties as to whether it was proper and legal for the Subject Bylaws to be filed in the public real property records and whether the Bylaws are enforceable against Plaintiffs and subsequent purchasers. Additionally, membership in RISA is voluntary. Plaintiffs had every right to withdraw and resign from RISA, and upon

1 such withdrawal and resignation, Plaintiffs were not obligated to pay fees to RISA. It was  
2 wrongful for RISA to file liens on real property owned by Plaintiffs related to fees which RISA  
3 wrongfully claims are owed by Plaintiffs. Actual and justiciable controversies presently exist  
4 between the parties as to whether such fees were owed by Plaintiffs and whether it was proper  
5 for RISA to file related liens. Judicial determination regarding these controversies will be final  
6 and conclusive and will terminate the controversies and remove and terminate uncertainties  
7 related to the controversies.

8       77. **Declaratory and Injunctive Relief Sought.** Plaintiffs request that the Court  
9 order the following declaratory and injunctive relief:

10           a. Declaring the Subject Bylaws filed by RISA in the public real property  
11 records are void and have no legal binding effect on Plaintiffs and on their real property.

12           b. Ordering RISA to take immediate action to rescind and withdraw such  
13 filings from the public real property records.

14           c. Declaring RISA is not presently and has never been compliant with  
15 HOPA.

16           d. Declaring RISA has engaged in discriminatory acts and practices based  
17 on familial status in violation of the Federal Fair Housing Act.

18           e. Ordering RISA to cease making or publishing or causing to be made or  
19 published any statements, notices, advertisements or other form of representations that  
20 RISA is presently or has ever been HOPA compliant.

21           f. Ordering RISA to cease making or publishing or causing to be made or  
22 published any statements, notices, advertisements or other form of representations that  
23 any age restriction whatsoever exists with respect to the real properties owned by  
24 Plaintiffs.

25           g. Ordering RISA to send a letter to all licensed real estate agencies within  
26 50 miles of Ryderwood advising such agencies that sales and rental of homes in  
27

Ryderwood is open to all persons, including families with children and persons under the age of 55.

h. Ordering RISA is prohibited from it or any of its members or representatives engaging in any future harassment, intimidation, or threatening conduct of any kind against Plaintiffs, which in any way relates to Plaintiffs resigning from RISA or their statements or contentions that RISA is not HOPA compliant and that the age restrictions are unlawful.

i. Declaring that Plaintiffs are legally entitled to resign from RISA, and upon such resignation, they are no longer obligated to pay fees to RISA.

j. Ordering RISA to immediately rescind or otherwise withdraw from public real property records any liens filed by RISA which relate to any prior nonpayment of fees by Plaintiffs following their resignation from RISA.

k. Declaring and ordering further declaratory and injunctive relief as the Court deems just and appropriate.

# **VI. THIRD CLAIM FOR RELIEF: VIOLATIONS OF 42 U.S.C. § 3617**

78. Plaintiffs reallege and incorporate by reference all allegations contained in the preceding paragraphs of this pleading.

79. After Plaintiffs raised objections and/or after Plaintiffs had made claims that RISA was not HOPA compliant or was engaging in unlawful discrimination under the federal Fair Housing Act or other applicable laws, RISA acted wrongfully and unlawfully by taking actions, by causing or allowing others to take actions, and/or in not preventing or dissuading others from taking actions to retaliate against Plaintiffs and to otherwise take actions which were or are in violation of 42 U.S.C. § 3617. 42 U.S.C. § 3617 states:

It shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by Section 3603, 3604, 3605, or 3606 of this title.



1        80.     Such wrongful and unlawful conduct included and continues to include but was  
2 and is not limited to:

3            a.       Threats of serious physical harm, such as death threats, running off the  
4 road, threatening with firearms, and others;

5            b.       Wrongfully preventing or impairing Plaintiffs' ability to sell or purchase  
6 their houses;

7            c.       Wrongfully denying services and access to common areas to Plaintiffs  
8 while still billing them for the services and use of common areas;

9            d.       Wrongfully imposing monetary fines on Plaintiffs;

10          e.       Wrongfully filing liens on the real property of Plaintiffs and actions to  
11 enforce or realize upon such liens;

12          f.       Selectively enforcing the no residents under 55 policy against Plaintiffs  
13 while not enforcing it against non-Plaintiffs members of RISA or its board members;

14          g.       Wrongfully taking actions to restrict the free speech of Plaintiffs;

15          h.       The conduct described herein in other paragraphs; and

16          i.       Other actions.

17        81.     These wrongful actions were done and are continuing to be done by RISA, its  
18 board members, its members, and others (who RISA aided or encouraged or otherwise caused  
19 to do). RISA as an association knew or should have known of these retaliatory and wrongful  
20 and unlawful actions, and RISA failed to take action to prevent them or try to prevent them.  
21 These wrongful and unlawful actions were intentionally done in an effort to prevent or impair  
22 Plaintiffs' efforts to prevent discrimination. These actions were done for purposes of and  
23 constituted coercion, intimidation, threats and interference of Plaintiffs in their exercise or  
24 enjoyment of Plaintiffs' rights and in Plaintiffs' efforts to aid and encourage other persons in  
25 the exercise or enjoyment of their rights. Plaintiffs were members of the protected class of  
26 persons protected by the federal Fair Housing Act and/or were aiding and encouraging other  
27 persons in the exercise or enjoyment of their rights under the federal Fair Housing Act.

1           82.     Such wrongful and unlawful conduct was the actual cause and proximate cause  
2 of injuries and damages to Plaintiffs. Plaintiffs' injuries and damages include but are not  
3 limited to emotional distress, medical bills, other financial loss, and others.

4           83.     Plaintiffs seek recovery of their actual damages, punitive damages, and their  
5 attorneys' fees and costs, all of which are recoverable under the federal Fair Housing Act,  
6 including but not limited to as provided in 42 U.S.C. § 3613. RISA's wrongful and illegal  
7 actions were done in bad faith and with malice, and were so reckless, callous and egregious,  
8 that an award of punitive damages is appropriate.

9                               **VII.    REQUEST FOR RELIEF**

10           WHEREFORE, Plaintiffs request the Court enter a judgment granting relief in favor of  
11 Plaintiffs and against defendant RISA and entering orders granting the following relief:

- 12           1.     An award of actual damages;
- 13           2.     Alternatively, an award of nominal damages;
- 14           3.     An award of punitive damages pursuant to the federal Fair Housing Act;
- 15           4.     An order or orders granting appropriate declaratory and injunctive relief,  
16 including the declaratory and injunctive relief described in Section V and otherwise herein;
- 17           5.     An award of Plaintiffs' attorneys' fees and costs incurred herein, based on all  
18 legal bases for such recovery stated herein and as otherwise recoverable under applicable law;  
19 and
- 20           6.     All other relief the Court deems just and appropriate.
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1 DATED this 2nd day of November, 2012.

2 LANE POWELL PC

3  
4 By s/ Joseph E. Lynam

5 By s/ Abraham K. Lorber

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7 Abraham K. Lorber, WSBA No. 40668

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15 Attorneys for Plaintiffs

**CERTIFICATE OF SERVICE**

I certify that on the date indicated below, I caused the foregoing document to be filed with the Clerk of the Court via the CM/ECF system. Pursuant to their ECF agreement, the Clerk will send notice of this filing to the following persons via e-mail:

Steven Goldstein  
Richard Ross  
Betts, Patterson & Mines, P.S.  
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701 Pike St.  
Seattle, WA 98101  
sgoldstein@bpmlaw.com  
rross@bpmlaw.com

I declare under penalty of perjury and the laws of the United States that the foregoing is true and correct to the best of my knowledge.

SIGNED November 2, 2012 at Seattle, Washington.

s/ Joseph E. Lynam

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